

**Sojitz Open Cut &  
CHPP Enterprise  
Bargaining  
Agreement 2024**



***New way, New value***

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## 1 OUR AGREEMENT

### 1.1 Delivering Energy With Safety, Quality & Passion

Sojitz wants to establish and maintain a culture of care that facilitates peak performance and provides a place of work that Employees are involved in and proud to be associated with.

To achieve this, Sojitz aims to employ people who are safety-conscious, productive, maintain high work standards and demonstrate the flexibility needed to work within a team environment. In making decisions which concern selection, promotion and remuneration, Sojitz will consider these personal qualities and holds them in high regard.

### 1.2 Who does this Agreement cover?

This Agreement covers:

- (a) Sojitz Gregory Mining Pty Ltd, Sojitz MDS Mining Pty Ltd, and Sojitz Plus Pty Ltd;
- (b) Employees of Sojitz who are appointed by Sojitz to one of the classifications set out in **Schedule A** and engaged for black coal mining industry work at Sojitz's sites in Queensland at Sojitz Gregory Open Cut Mine, Sojitz Gregory CHPP, Sojitz Minerva Open Cut Mine, Sojitz MDS Open Cut Mine or Sojitz Plus Employees who may be engaged for black coal mining industry work at a Sojitz client's site in Queensland.

### 1.3 When does this Agreement start and end?

This Agreement commences seven days after the Fair Work Commission approves it and will *nominally expire* 3 years after its approval date.

Following its nominal expiry date this Agreement will however continue until terminated or replaced in accordance with the Act.

The parties to this Agreement agree to meet six (6) months prior to the nominal expiry date of this Agreement to commence negotiations for a new Agreement.

### 1.4 How this Agreement interacts with the Award and the Act

This Agreement is an enterprise agreement made under the Act.

This Agreement is important. Once made it applies to the exclusion of the *Black Coal Mining Industry Award 2020 (Award)* that covers the Sojitz Employees covered by this Agreement.

This Agreement covers the field with respect to its subject matter and applies to the exclusion of, and overrides, an Employee's individual contract of employment in respect of this Agreement's subject matter.

This Agreement shall be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

### 1.5 Interpreting the Document

This document uses a number of defined terms that are capitalised throughout the document. The meaning of those defined terms is set out in **Schedule D**.

## 2 COMMITMENTS AND WORKING TOGETHER

### 2.1 Safety

The Company's primary focus is to ensure all Employees, contractors and visitors to its sites return home safely every day.

Working at Sojitz requires that you commit yourself to work with the Company, to ensure that our safety standards are upheld at all times. Furthermore, you and the Company will work together to find and eliminate hazards, report and thoroughly investigate incidents, and take prompt effective action to reduce risks.

## **2.2 Productivity, work standards and Teamwork**

At Sojitz, we want everyone to work to the best of their ability and in line with our policies and procedures.

We want you to receive and take on-board instruction and feedback from your supervisor that is aimed at developing your skills and increasing your performance. Additionally, we want you to raise any ideas that may lead to the continuous improvement of your immediate work area or the operation as a whole.

We all work in a team environment. This means doing ‘the right thing’ by your supervisor, your workmates and others working on a Sojitz site. It also means ‘pulling your weight’, helping others out whenever you can, freely sharing your skills and knowledge and treating others with respect and dignity – the way you would like to be treated.

## **2.3 Working together**

The persons’ covered by this Agreement have a shared interest in working together and having a mutually respectful, trusting and productive relationship.

Whilst the parties are committed to working together constructively, it is recognised that we will not always agree, and for this reason this Agreement contains procedures for resolving disputes that the parties are committed to following. Where these disagreements occur, all parties commit to:

- (a) Communicating their underlying interests (as distinct from their position) clearly;
- (b) Genuinely trying to understand the interests of others;
- (c) Collaborating whilst problem solving;
- (d) Being objective and rational when evaluating options;
- (e) Being respectful.

## **2.4 COMPANY POLICIES AND PROCEDURES**

Employees are required to comply with the Company’s policies and procedures as varied from time to time. Company policies and procedures are not incorporated as terms of this Agreement.

Where required by **Schedule F** of this Agreement, the Company will consult with Employees prior to amending or introducing policies and procedures that have a significant effect on Employees.

The Company will provide training and information in respect of applicable Company policies and procedures (including any material changes) to Employees who are directly affected by the policy or procedure.

If Employees are required to work at a Sojitz client’s site, they are required to comply with any policies and procedures applicable to that site.

## **3 EMPLOYMENT CATEGORIES**

### **3.1 Types of employment**

You may be employed as a:

(a) full-time Employee;

A full-time Employee means an Employee who is employed to work an average of 35 Ordinary Hours per week averaged over the roster cycle in accordance with this Agreement.

(b) part-time Employee;

A part-time Employee means an Employee who is engaged to work less than an average of 35 hours per week. The terms of this Agreement shall apply to part-time employment on a pro-rata basis.

(c) fixed term or maximum term Employee (either working full-time or part-time);

A fixed term Employee means an Employee who is employed for a specified period or periods of time or for a specified task and the employment will automatically terminate at the end of that period or task. At the commencement of this Agreement, the Fair Work Act prescribes the maximum period of time as two years.

A maximum term Employee means an Employee who is employed for a specified period or periods of time, or for a specified task and the employment will automatically terminate at the end of that period or task, unless otherwise terminated prior by either party with notice in accordance with this Agreement. Fixed term or maximum term Employees will be entitled to the rate of pay and conditions for their classification in accordance with this Agreement.

(d) casual Employee.

A casual Employee is one engaged and paid as such.

If you are a casual Employee, Sojitz does not provide any ongoing commitment to hours of work, and you are not obliged to accept any hours of work offered. Your engagement as a casual may be terminated by either party without notice, or if you have actually started a shift, one hours' notice.

Even though an Employee is engaged on a casual basis, it is possible that their engagements may turn out to be regular and systematic over a period. Where a casual Employee has been employed for six months, the NES provides for a possible process of conversion to either full or part-time employment.

Casual Employees are not entitled to annual leave, personal leave, notice of termination or redundancy pay, and in lieu of these entitlements a loading of 20% will be applied to Annualised Hourly Rates in **Schedule C**. A casual Employee must be paid over each roster cycle at least as much as they would have been paid under the Award for their hours of work, but as if the Award contained a 25% casual loading.

Subject to eligibility requirements under the NES, casual Employees are entitled to unpaid carer's leave, unpaid community service leave, unpaid compassionate leave, and paid domestic violence leave.

## 4 HOURS & LOCATION

### 4.1 Working hours, shifts and overtime

You agree to work shift work of up to 12.5 hours per rostered shift (including pre and post shift briefings and hot-seating of up to 30 minutes).

Whilst your ordinary hours of work, averaged over any roster cycle, are 35 hours a week or 70 hours per fortnight (**Ordinary Hours**), your rostered hours (which include both Ordinary Hours and rostered overtime) will be in accordance with the roster on which you work from time to time (**Rostered Hours**).

In addition to your Rostered Hours you may be required to work reasonable overtime hours when operational requirements call for it, for example to attend training (**Irregular Overtime**). This may mean working extra shifts or working longer shifts (subject to the fatigue Standard Operating Procedure requirements at the relevant site). Irregular Overtime is not compensated for by your Annualised Salary and will be paid at the Irregular Overtime Rate specified in **Schedule C**.

#### **4.2 Meal Breaks**

When working a 12.5 hour shift you will be provided two paid rest/meal breaks totalling 60 minutes during your shift. For shifts of 10.5 hour duration or less you will be provided one paid rest/meal break of 30 minutes. These rest/meal break(s) will be taken in consultation with your supervisor; however, you will not normally be required to work for more than 5 hours without a rest/meal break.

If you are required to work Irregular Overtime of more than one and a half hours past the conclusion of your Rostered Hours (exclusive of crib breaks), you will be entitled to a 30 minute paid rest/meal break or a payment of an additional 30 minutes at the Irregular Overtime Rate in lieu of the break.

#### **4.3 Rosters**

Sojitz has a number of rosters in operation which are summarised in **Schedule B**. You may be required to work any of the rosters in place at the time of your employment. New rosters or changes to an Employee's regular roster or ordinary hours of work will be the subject of consultation in accordance with **Schedule F**. Also, you agree to work any new roster implemented during the course of your employment to meet operational needs.

##### **(a) Roster Change or Rotation Change**

Unless otherwise agreed, an Employee's roster will not be changed by Sojitz except where 14 calendar days' notice is given to the Employee.

For the avoidance of doubt, the above applies (unless otherwise agreed) for a change of roster or where, for example, an Employee on a current 7 day even time roster on an A/B rotation is required to move to a C/D rotation.

##### **(b) Changing an Employee's place on a roster**

A change of an Employee's place on a roster means where an Employee is moved from day shift to night shift on the same roster rotation (eg A Crew to B Crew).

Unless otherwise agreed, an Employee's place on a roster will not be changed by Sojitz except where:

- (i) a minimum of 24 hours' notice of any change is given to the Employee and the Employee is paid at Irregular Overtime Rates for the completion of the roster block; or
- (ii) a minimum of seven (7) days' notice is provided.

Employees will not unreasonably withhold agreement to a change unless it is for genuine reasons.



For the avoidance of doubt the above notices or Irregular Overtime payments for not providing notice do not apply where the Employee requests and the Company agrees to the change.

#### **4.4 Start & Finish Times**

Sojitz may determine the start and finish times of shifts.

#### **4.5 Start & Finishing Places**

The start and finishing place will be at the designated muster area relevant to the Employees place of work.

For example, at the commencement of this Agreement the relevant designated muster areas are at:

- Gregory Mine: Crinum, Crinum East, Gregory and M Block.
- Meteor Downs South: Train Load Out, Maintenance Industrial Area and Open Cut Muster Area or Mining Go Line

For the avoidance of doubt, Employees are not required to start or finish on equipment or on route to the designated muster areas.

#### **4.6 Call Back**

Where you are recalled to perform duties after completion of your rostered shift and having left the mine site or on a rostered day off, you shall be paid for a minimum of four (4) hours work at the Irregular Overtime Rate. Except where unforeseen circumstances arise, you shall not be required to work the full four (4) hours if the job, which you have been recalled to complete, is completed within a shorter period.

#### **4.7 Stand-down**

Consistent with Section 524 of the Act, the Company may, under this clause, stand down an Employee during a period in which the Employee cannot usefully be employed because of one of the following circumstances:

- (a) industrial action (other than industrial action organised or engaged in by the Company);
- (b) a breakdown of machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown;
- (c) a stoppage of work for any cause for which the Company cannot reasonably be held responsible.

If the Company stands down an Employee during a period under this clause, the Company is not required to make payments to the Employee for that period.

#### **4.8 Wet Weather Stand Down**

We recognise that from time to time the operations are disrupted because of wet weather. If your manager determines that you cannot perform your normal duties due to wet weather, you may be transferred to an alternative Sojitz Group site not so affected, or be provided with alternative duties, which may include attending training.

Where this is not practical (for example, where productive alternative work is not reasonably available) the Company may stand you down, or provide you with the option to take paid annual leave (should you have a sufficient accrual).

If you are stood down due to a wet weather event under this clause, the Company will pay you for the rostered shift/s stood down, up to a maximum of 4 rostered shifts, and for up to 12.5 hours

for each rostered shift you are stood down inclusive of any time actually worked on the shift (calculated on your Annualised Salary). For example, if you are stood down after you have worked 2 hours of your shift, you will be paid for the 2 hours worked plus an additional 10.5 hours (calculated on your Annualised Salary), so that you are paid a total of 12.5 hours for your rostered shift. If you are stood down prior to your shift commencing, you will be paid a total of 12.5 hours for the rostered shift you are stood down from.

The maximum number of rostered shifts that you are entitled to receive this payment is for 4 shifts per wet weather stand down occurrence. The maximum 4 rostered shifts to be paid is over the one stand down period, and the entitlement does not accumulate.

Payment during a stand down period is made on the condition that you remain contactable and available for work at one hour's notice during your rostered shifts which fall during the period.

At the Company's discretion, application for annual leave for the first 4 days of stand down will be considered.

If operations are disrupted in accordance with this clause for more than a total of a 4-day period you may be given the option to take paid annual leave (subject to you having sufficient accrual) or alternatively, the Company may stand you down without pay for the additional period of stand down where you are not entitled to pay under this clause.

If you are requested to attend for work during your normal rostered hours and fail to do so without reasonable justification, this may be considered as failing to comply with a reasonable request from the Company, which may result in the Company granting you unpaid leave and may result in disciplinary action.

For the avoidance of doubt, this clause supersedes the wet weather provisions in an Employee's individual contract of employment.

#### **4.9 Travel to and from work**

The Company may provide a service that enables Employees to travel to and from site in a Company provided bus or a Company provided vehicle. Time spent travelling to and from the Employee's work location is not paid and is not time worked. Where the Employee travels by a Company provided bus:

- (a) The Employee will not be charged to travel on the Company provided bus or vehicle;
- (b) The Company will nominate a designated pick-up location. It is the Employee's responsibility to arrive at the Company designated pick-up location to board the bus at the designated time;
- (c) The Employee must abide by the direction of the Bus Operators whilst on buses.

## **5 ENTITLEMENTS & BENEFITS**

### **5.1 Classification**

You are employed under the classification set out in your letter of offer. The classifications that this Agreement applies to are set out in **Schedule A**.

In respect of your advancement through classifications, the Company will seek to provide development opportunities in accordance with the needs of the business. Advancement through the levels is by appointment and will depend on operational requirements and the Company's assessment of your operating proficiency, demonstrated skill potential and demonstrated contribution in terms of safety, productivity, work standards, flexibility and teamwork.

## 5.2 Pay structure

Full time Employees will be paid an Annualised Salary for their classification and roster within the maximum and minimum bands of their classification, as set out in **Schedule C** which includes a Base Salary and Roster Allowance. Part time Employees will have an Annualised Salary calculated on a proportionate basis. An employee's place within the bands will be as determined by Sojitz.

Your Annualised Salary includes compensation for and is in full satisfaction of any and all monetary entitlements that may arise including (but not limited to):

- (a) Payment for all Rostered Hours worked up to 12.5 hours per shift (including a nominal 30 minutes per shift of pre and post shift briefings and equipment hot seat changeover);
- (b) Payment of any overtime or penalties, applicable to your Rostered Hours and to time spent putting on or taking off PPE, attending pre-shift and/or post-shift briefings, and hot seat change overs as required. This includes (but is not limited to) overtime penalties for hours over 35 ordinary hours per week and weekend penalties;
- (c) Loadings and allowances (including without limitation, shift allowances, weekend penalties, meal allowances, disability allowances, loadings for shift penalties and annual leave loading);
- (d) Any travel time or expenses to and from your working location (whether in Company supplied transport or otherwise); and
- (e) Subject to clause 7.21, payments for public holidays.

A salary review may also occur as a result of a change to your roster. If it is necessary to calculate a new Annualised Salary for a new roster or for a part time employee, that Annualised Salary will be calculated by developing the appropriate Roster Cycle of ordinary hours and reasonable additional hours for the relevant classification using Award rules for the relevant roster cycle.

## 5.3 Annual Increases

During the term of the Agreement, Employees' Annual Salaries & Irregular Overtime Rates will increase by applying the below percentages to the figures outlined in **Schedule C** for the Employees classification:

- (a) A first increase of 4% payable from the first full pay period after 30 May 2025.
- (b) A second increase of 3.5% payable from the first full pay period after 30 May 2026.

## 5.4 Tool Allowance

In addition to an Employee's Annualised Salary, a trade qualified Employee who is required by the Company to provide necessary tools of their trade will be paid a tool allowance of \$20.00 per week. An Employee who receives a tool allowance under this clause will be paid the tool allowance while on paid leave however will not be paid the tool allowance while on unpaid leave.

## 5.5 Irregular Overtime

Irregular Overtime Rates (set out in **Schedule C**) apply where you are offered and agree to work Irregular Overtime. These rates will apply for Irregular Overtime performed on any day of the year (including where the overtime shift is worked on a weekend or on a public holiday) subject to clause 7.21. No other penalties or payments will apply.

## 5.6 Payment of Wages

The wages component of your Annualised Salary will be deposited fortnightly into your nominated bank account.

## 5.7 Superannuation

The Company will make employer superannuation contributions in accordance with legislated requirements from time to time.

Superannuation is generally payable on “Ordinary Time Earnings” (Ordinary Hours being, under the Award and this Agreement, an average of 35 Ordinary Hours a week) however, for Employees on an Annualised Salary, Sojitz will continue its practice of paying Superannuation (where it is payable) on the wages element of your Annualised Salary (which incorporates a number of rostered overtime hours and allowances as explained in clause 5.2).

Superannuation is not payable on Irregular Overtime or any allowances not incorporated into your Annualised Salary. Nor is it payable on certain payments that do not constitute Ordinary Time Earnings (for example, severance pay).

If an Employee does not have an Annualised Salary (for example a casual Employee) Superannuation will be payable in accordance with legislated requirements from time to time.

Where the minimum superannuation guarantee increases during the life of this Agreement, that increase will be applied to the wages component of your Annualised Salary, and not absorbed into the total Annualised Salary.

Under this Agreement, the default superannuation fund for Employees is the Mine Superannuation Fund.

## 5.8 Salary packaging

- (a) You may sacrifice part of your pre-tax earnings into your nominated superannuation fund in accordance with relevant legislation and Company policy.
- (b) By written agreement with the Company, Employees may be provided with the opportunity to salary sacrifice benefits such as a lease vehicle, flights or other benefits through an external provider (as per Company Policy). A salary sacrifice arrangement will not be entered into if it would result in your weekly Base Salary falling below the minimum weekly salary applicable to your classification under the Award.
- (c) Prior to this Agreement, Employees were in receipt of either a Locality or Site Allowance of \$5,000.00 gross per annum. Some non-residential Employees received Company Share Accommodation in lieu of the Locality or Site Allowance.

From the commencement of this Agreement, Employees will no longer receive a separate Locality or Site Allowance as that allowance has been incorporated into the Annualised Salaries in Schedule C.

For Employees who receive Company Share Accommodation, a deduction from pre-tax earnings will be withheld from the fortnightly payment of the Employee’s Annualised Salary to the value of \$5,000 gross per annum. The parties agree that this deduction is reasonable and principally for the Employee’s benefit of receiving access to Share Accommodation.

## 6 ACCIDENT PAY

Where an Employee receives weekly payments under the provisions of the *Workers’ Compensation and Rehabilitation Act 2003* (Qld) (**WCR Act**) the Company will pay or cause to be paid Accident Pay subject to the conditions and limitations in this clause.

## **6.1 Period Accident Pay is to be made**

The Company will pay, or cause to be paid, Accident Pay during the incapacity of the Employee:

- (a) until such incapacity ceases; or
- (b) until a period of 52 weeks has expired from the date of the injury;

whichever event occurs first, even if the Company terminates the Employee's employment within the period. Where there are intermittent absences arising from the one injury, the absences are cumulative when assessing the period of incapacity.

## **6.2 Meaning of Accident Pay**

For the purposes of this clause, Accident Pay, for full-time employees means:

- (a) For the first period of up to 39 weeks from the date of incapacity following the injury, a payment representing the difference between the weekly compensation paid to the Employee under the WCR Act (**WorkCover Payment**) and the Employee's Annualised Hourly Rate multiplied by 35 hours (assuming the WorkCover payment is lower than the Employee's Annualised Hourly Rate multiplied by 35 hours – if the WorkCover payment is higher, no Accident Pay is payable);
- (b) For the further period of up to 13 weeks, a payment representing the difference between the weekly WorkCover Payment and the Employee's Ordinary Hourly Rate multiplied by 35 hours (assuming the WorkCover Payment is lower than the Employee's Ordinary Hourly Rate x 35 hours – if the WorkCover payment is higher, no Accident Pay is payable).

Part time employees' Accident Pay will be proportionate having regard to the proportion their ordinary hours bears to 35 ordinary hours.

## **6.3 Other**

In respect of incapacity for part of a week the amount payable to the employee as Accident Pay will be a direct pro rata.

Accident pay will not be payable in respect of any period where the Employee has taken paid annual leave or long service leave.

Where an Employee receives a lump sum in redemption of payments under the WCR Act, the Company's liability to pay Accident Pay shall cease on and from the date of such redemption.

Where an Employee recovers damages in respect of the incapacity independently of the WCR Act, the Employee must repay the Company the amount of Accident Pay which the Company has paid to the Employee under this clause. In such cases, the Employee will not be entitled to any further accident pay in respect of that incapacity from the Company.

## **7 LEAVE**

### **7.1 Annual Leave – Entitlement and Accrual**

The annual leave accrual entitlement for current rosters for full-time Employees is as follows:

Roster:	Annual Leave (shifts per annum)	Annual Leave (ordinary hours per annum)
Even Time Rosters (including Lifestyle & 7/7)	21	210
Infrastructure Maintenance D/S (4 on 4 off; 4 on 2 off)	20	175

For any new rosters, full time Employees will accrue:

- (a) 175 Ordinary Hours or 5 weeks annual leave per annum (whichever is the greater); and
- (b) An Employee who is a Seven Day Roster Employee or who works a roster which requires ordinary shifts on public holidays and not less than 272 Ordinary Hours per year on Sundays is entitled annually to an additional 35 Ordinary Hours, or one week of annual leave (whichever is the greater).

Part-time Employees accrue annual leave on a proportionate basis.

## 7.2 Annual Leave Notice

Approval of annual leave may be affected by operational requirements. You must apply for annual leave at least 28 days in advance. Annual leave should be taken in full blocks unless otherwise approved. Sojitz will use its best endeavours to respond to leave applications within 14 days or as soon as practicable.

## 7.3 Deduction of Annual Leave

While on annual leave, your accrued annual leave will be deducted from your annual leave balance in accordance with the Ordinary Hours of your shift (so for annual leave whilst on a 12.5 hour shift on the Lifestyle roster, 10 Ordinary Hours accrual will be deducted).

## 7.4 Payment Whilst On Annual Leave

Notwithstanding that the accrual and deduction is based on your Ordinary Hours, you will continue to be paid your Annualised Salary as if you were at work whilst on annual leave.

No other benefits or loadings (including annual leave loading) will be payable, as all loadings are included in your Annualised Salary. You are encouraged to take annual leave when it is due to ensure you remain properly rested and maintain a balanced lifestyle.

## 7.5 Excess Annual Leave

Subject to the Act if you accrue more than two years' worth of annual leave the Company may, following discussion with you, direct you to take up to a quarter of your annual leave balance at a time.

## 7.6 Payout of Annual Leave on Termination

When your employment ends and you have untaken annual leave your untaken annual leave balance will be paid out in the amount that would have been payable had the leave been taken.

## 7.7 Change to Accrual and Deduction of Annual Leave

This Agreement marks a change of how annual leave accrues and is deducted. Prior to this Agreement, annual leave was accrued and deducted in Rostered Hours. At the commencement of

this Agreement, existing annual leave accrual balances will be adjusted to Ordinary Hours. Whilst the balance will be reduced in hours, Employees will not be disadvantaged because they will continue to be paid their Annualised Salary whilst on annual leave and only the Ordinary Hours will be deducted from their leave balance.

### **7.8 Annual Leave in advance**

In special circumstances, Employees may be allowed to take annual leave before it has accrued. Where Sojitz agrees to this, that agreement (which is entered into for the Employee's benefit) will be put in writing and it will be a term of the agreement that, if the employment is terminated when the Employee has a 'negative' leave balance:

- (a) They authorise and direct Sojitz to deduct payment for the leave from their termination pay.
- (b) If an Employee's termination pay is not sufficient to repay us any negative annual balance, they agree to pay any outstanding amount back to the Company as a debt due and owing.

Any agreement for annual leave to be taken before it has accrued must be in writing and signed by both parties. The agreement must state how much annual leave will be taken and when the leave will commence.

### **7.9 Cashing out of Annual Leave**

You and the Company may agree, in writing, to the cashing out of annual leave. The maximum amount of annual leave which may be cashed out is 2 weeks in any 12 month period and each cashing out of a particular amount of leave must be by separate agreement. This means that the maximum you can cash is the number of ordinary hours which you are rostered to work over a two week period. Any cashing out agreement must not result in your remaining accrued annual leave balance being less than 4 weeks (meaning that your remaining annual leave accrual must be equal to at least the ordinary hour component of the number of rostered shifts which you are rostered to work over a 4 week period). You will be paid at your Annualised Hourly Rate for the rostered hours of any period of annual leave which is cashed out in accordance with this clause.

### **7.10 Shut down**

The Company will give you at least 28 days' notice if it intends to shut down any part of its operation. If you are affected by the shutdown you may take all or part of your annual leave entitlement during the shutdown period.

At the time of the shutdown, you may elect to cover the shutdown period by doing any one or more of the following:

- Taking paid annual leave, if you have a sufficient entitlement accrued; or
- Taking leave without pay, if you do not have a sufficient entitlement accrued or where an Employee has pre-approved leave, or subject to agreement between the Employee and the Company; or
- Subject to agreement between the Employee and the Company, you may take annual leave in advance.

### **7.11 Personal/Carer's Leave**

The purpose of personal/carer's leave is to mitigate against financial hardship for Employees resulting from absences due to genuine personal illness or injury; or an illness, injury or unexpected emergency of a member of the Employee's Immediate Family or household that requires the Employee to care for or support that person.

### 7.12 Personal/Carer's Leave - Entitlement and Accrual

Personal Leave includes both sick leave and carer's Leave. Full time Employees are entitled to a minimum of 105 Ordinary Hours of paid personal/carer's leave per annum. Part-time Employees are entitled to a proportionate amount of personal leave, having regard to the proportion their Ordinary Hours bears to a full-time Employee. Casual Employees are not entitled to paid personal/carer's leave.

Roster:	Personal Leave (shifts per annum)	Personal leave (ordinary hours per annum)
Even Time Rosters (including Lifestyle & 7/7)	10.5	105
Infrastructure Maintenance D/S (4 on 4 off; 4 on 2 off)	12	105

### 7.13 Deduction of Personal Leave

While on personal leave, your accrued personal leave will be deducted from your personal leave balance in accordance with the Ordinary Hours of your shift (so for personal leave whilst on a 12.5 hour shift on the Lifestyle roster, 10 Ordinary Hours accrual will be deducted).

### 7.14 Payment Whilst On Personal Leave

For each shift of personal leave taken, you will continue to be paid your Annualised Hourly Rate for the rostered hours which you would have otherwise worked during the period of personal leave, and your accrual of personal leave will be deducted by the number of Ordinary Hours in the shift.

In order to be entitled to take personal leave, you must have an accrual for the period of leave and comply with the evidentiary requirements specified below.

### 7.15 Changes to Accrual and Deduction of Personal Leave

This Agreement marks a change of how personal leave accrues and is deducted. Prior to this Agreement, personal leave was accrued and deducted in Rostered Hours. At the commencement of this Agreement, existing personal leave accrual balances will be adjusted to Ordinary Hours. Whilst the balance will be reduced in hours, Employees will not be disadvantaged because they will continue to be paid their Annualised Salary whilst on personal leave and only the Ordinary Hours will be deducted from their leave balance. Pay out of accrued but unused personal leave on termination of employment subject to this clause will also be paid at the Employee's Annualised Hourly Rate.

Prior to this Agreement, Personal Carer's leave was credited on commencement of employment and on each anniversary of that date.

From the commencement of this Agreement Employees will progressively accrue personal leave from the next anniversary date of the commencement of their employment. That is, on an Employee's next anniversary they will not receive a credit of their yearly personal leave entitlement (in advance). Rather their personal leave entitlement will accrue progressively over the years.



### **7.16 Notification and Evidentiary Requirements**

Your entitlement to personal leave is subject to you complying with notification and evidentiary requirements. The requirements are as follows:

In order to be entitled to take personal leave, you must:

- Notify the Company as soon as practicable in accordance with Company processes (which is expected to be before the start of your rostered shift) of your absence and advise of the period, or expected period of leave; and
- Provide a medical certificate from a registered medical doctor, or such other evidence that would satisfy a reasonable person of your entitlement to take the leave, on the day you return to work if:
  - You are absent on the first shift or last shift of your weekly roster; or
  - You are absent for two or more consecutive shifts; or
  - As otherwise required by the Company.

The Company reserves the right to reject a medical certificate in circumstances where it reasonably believes that the medical certificate was obtained online without a consult with a medical doctor.

### **7.17 Accrued Personal / Carer's Leave Cash Out**

Employees will be entitled to cash out their accrued Personal/Carer's Leave in accordance with this clause.

To be entitled to the payment, Employees must retain the equivalent of a total of fifteen (15) days at the relevant shift length in their Personal/Carer's Leave accrual. For example, for those Employees working a 7 day roster with shifts of 12.5 hours or more the equivalent ordinary hours are 150, and for those Employees working the 4 day mid-week roster, the equivalent ordinary hours are 131.25.

The payment will be calculated on the Employee's Annualised Hourly Rate for the rostered hours of the shift. Each cashing out of a particular amount of paid personal/carer's leave must be by a separate agreement in writing between the Company and the Employee.

### **7.18 Unpaid Carer's Leave**

You may take up to two shifts of unpaid carer's leave per occasion when you have exhausted your paid personal leave entitlements.

### **7.19 Pay out of Personal Leave on Termination**

At the time your employment ends the Company will pay out any accrued but untaken personal leave entitlement, in its entirety, at your Annualised Hourly Rate as if the leave was taken if:

- your employment is terminated:
  - by retrenchment;
  - by retirement at or after age 60;
  - by the Company because of ill health; or
  - by death.

-or-

- ❑ your employment terminates for any reason other than a dismissal for poor performance or misconduct/Serious or Gross misconduct, and you have at least 12 months continuous service with the Company.

## 7.20 Compassionate Leave

You are entitled to two shifts of compassionate leave per occasion that:

- someone in your Immediate Family or household suffers a life-threatening illness or injury (if the leave is taken to spend time with that person); or
- someone in your Immediate Family or household dies.

Compassionate leave does not accrue.

Naturally, in special circumstances you should talk to your Department Manager and more compassionate leave may be granted if necessary. You may be required to present evidence to support an application for compassionate leave in accordance with the notification requirements set out in the Sojitz Group's policies and procedures. Currently you are required to:

- ❑ Notify the Company as soon as practicable in accordance with Company processes of your absence and advise of the period, or expected period of leave; and
- ❑ If your leave is taken to spend time with a member of your Immediate Family or household who has contracted or developed a personal illness or personal injury that poses a serious threat to their life – provide a medical certificate from a registered medical doctor, or such other evidence that would satisfy a reasonable person of your entitlement to take the leave, on the day you return to work; or
- ❑ If your leave is taken because a member of your Immediate Family or household has died – provide evidence that would satisfy a reasonable person of this.

## 7.21 Public holidays

The public holidays for the term of this Agreement are:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Labour Day, Kings Birthday, 6pm to midnight Christmas Eve, Christmas Day, Boxing Day, Emerald Show – (Gregory Mine) or Springsure Show – (MDS Mine), or any other days as gazetted in Queensland from time to time.

You agree that the Company may request you to work Public Holidays in accordance with your roster and that such a request is reasonable.

Prior to this Agreement, Christmas Day, Boxing Day and New Years Day (25, 26 December & 1 January) were observed as holidays (**Recognised Holidays**), however this meant two (2) separate breaks or periods away from work, one of 48 hours and the other of 24 hours. From the commencement of this Agreement, either Christmas Eve, Christmas Day and Boxing Day, or Christmas Day, Boxing Day and 27 December will be observed as Recognised Holidays to achieve a 72 hour break from work. You are generally not required to work on these days. If, for some reason, however, work is done on a Recognised Holiday:

- (a) If the Recognised Holiday falls on a day that is part of your otherwise normal rostered hours, you will, in addition to your Annualised Salary, be paid for the hours worked at your Irregular Overtime Rate;
- (b) If the Recognised Holiday falls on a day that is not part of your otherwise normal rostered hours, that work is a special form of Irregular Overtime, and you will be paid at the rate of \$140 per hour for all hours worked on the Recognised Holiday.

The above amounts are both the minimum and maximum that you will receive for hours worked on Recognised Holidays. They apply instead of and in total substitution of all other payments and entitlements however arising.

All other public holidays are treated as normal working days and payment for working these days, when rostered, or missing them when not rostered, is built into your Annualised Salary. Because your annualised salary has been calculated on the assumption that you will work public holidays, if, for any reason, you are not able to work a public holiday that you have been rostered to work, you will not be entitled to your Annualised Salary for that day and will instead receive your Ordinary Hourly Rate for your rostered Ordinary Hours only.

The only exception to the above is in relation to Employees who work a nine-day fortnight (worked Monday to Friday, day work only). In these circumstances, public holidays are not generally worked. If you work on such a roster and are, for some reason, required to work on a public holiday, such hours will be Irregular Overtime and in addition to receipt of your normal Annualised Salary, you will be paid for all hours of work performed on the public holiday at the Irregular Overtime Rate set out in **Schedule C**.

The Company and an Employee may agree to substitute another day for a day that would otherwise be a public holiday.

### **7.22 Recognised Holidays**

For the purposes of this clause the Recognised Holidays shall consist of 24 hour periods commencing at the relevant start of day shift for each work area on each of the following days:

- For Christmas Eve, 24 December;
- For Christmas Day, 25 December; and
- For Boxing Day, 26 December,

or

- For Christmas Day, 25 December;
- For Boxing Day, 26 December; and
- For 27 December.

When the Christmas Eve, Christmas Day and Boxing Day period falls in the middle of a rostered on period and subject to operational requirements additional numbers of employees over and above the normal allocation may be granted annual leave.

### **7.23 Long service Leave**

On commencement of employment, you will be enrolled with the Coal Mining Industry (Long Service Leave) Fund and the Company will contribute to the fund levy on your behalf.

You will accrue long service leave at a rate of 455 Hours (which is equivalent to 13 weeks at 35 ordinary hours per week) for 8 years of qualifying service subject to and in accordance with the *Coal Mining Industry (Long Service Leave) Administration Act 1992 (Cth)*.

At a minimum, the Company will pay long service leave for the hours taken in accordance with the *Coal Mining Industry (Long Service Leave) Administration Act 1992 (Cth)*. Where the Company is reimbursed by the Coal Mining Industry (Long Service Leave Funding) Corporation for a greater amount, the Company will pay long service leave at the amount of the reimbursement.

## **7.24 Domestic Violence Leave**

You are entitled to leave to deal with family and domestic violence in accordance with the NES.

## **7.25 Jury service**

Subject to and in accordance with the Act, if required for jury service and you are absent from work, you will be paid at your Annualised Hourly Rate for the ordinary hour component of your rostered shift for a maximum of 10 rostered days. If you occupy a role which is essential to the operation, the Company may support an application by you to the Court to be excused, at your request.

## **7.26 Leave without pay**

The Company will consider an application for leave without pay after you have completed one year of service. In special circumstances, an application may be considered during the first year of service. Subject to the Act, no paid leave will accrue if you are on unpaid leave.

# **8 TERMINATION OF EMPLOYMENT**

## **8.1 Probation**

If you are a new Employee, you will be subject to six months' probation before your employment may be confirmed. The purpose of this probation period is to give both you and the Company time to determine whether there is a 'good fit'. At any time during this period, you or the Company may terminate your employment with one week's written notice. The Company may also pay you one week's pay in lieu of notice.

## **8.2 Notice of Termination**

If you are dismissed for Serious or Gross misconduct you are not entitled to any notice, or payment in lieu of notice on termination of employment.

Otherwise, for full-time and part-time Employees, you or we may terminate your employment on notice at any time by providing notice in writing or payment in lieu of notice in accordance with this table:

Length of Continuous Service with the Company	Period of notice
Not more than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

You are entitled to an additional week's notice if you are over 45 years old and have completed at least 2 years of Continuous Service on the day the notice of termination is given. You do not have to give us this additional weeks' notice if you resign.

If the Company gives notice of termination it may elect to pay all or part of your notice in lieu.

If you resign and do not provide at least one week's notice we may deduct one week's wages from your pay at your Annualised Hourly Rate.

Without limiting you or the Company's rights to terminate your employment on notice, in the event that you have been appointed as a fixed or maximum term Employee your employment will

automatically end at the end of this fixed or maximum term unless a new contract is entered into between you and the Company.

### **8.3 Continuous Service**

An Employee's Continuous Service with one entity of the Sojitz Group will be recognised as service with another entity of the Sojitz Group in accordance with, and subject to the Act.

### **8.4 Severance and Redundancy Payments**

Termination of employment because of redundancy occurs if the Company becomes insolvent and your employment terminates as a result, or your employment is terminated by the Company because it no longer requires the job done by you to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

If you are terminated because of redundancy, and you are not a casual, fixed-term or maximum term Employee) you will be entitled to:

- (a) Your notice period (or payment in lieu) as determined under clause 8.2, save that the minimum notice period will be 4 weeks;
- (b) Subject to the exceptions set out below:
  - (i) severance pay equal to one week's pay for each completed year of Continuous Service (at your Annualised Salary);
  - (ii) If your redundancy occurs due to technological change, market forces or diminution of reserves, you are entitled to an additional retrenchment payment of two weeks' pay for each completed year of Continuous Service, with a minimum of two weeks' pay (regardless of your length of service) and a maximum of 30 weeks' pay. This payment is additional to the payment prescribed in clause (b)(i) above.

You will not be entitled to a severance payment or retrenchment payment if the Company obtains, or causes to be made available to you, (either with the Company, within the Sojitz Group, or with a third party), work at an open cut or other surface operation:

- (c) That you are competent to perform;
- (d) In a position that carries the same or a higher classification rate of pay than your previous position;
- (e) That can reasonably be regarded as permanent; and
- (f) Allows you to reside in the same general locality as your current residence.

In the event that you reject any such an opportunity for alternative work, you will not be entitled to a severance payment or retrenchment payment.

In addition, where the Company offers, and you accept employment at an underground operation within the Sojitz Group that meets the above four requirements such Employee will not be entitled to a severance payment. Where this occurs your service will be deemed continuous.

For the avoidance of doubt, if your engagement is for a fixed or maximum term, you are not entitled to severance payment if your employment ends at expiration of that fixed or maximum term.

Despite anything in this clause, Sojitz may make application to the Fair Work Commission to be granted relief from the obligation to make a payment pursuant to this clause.

## 9 FLEXIBILITY ARRANGEMENTS, CONSULTATION, DISPUTE RESOLUTION AND REPRESENTATION

### 9.1 Individual Flexibility Arrangements

The Company and Employee may agree to make an individual flexibility arrangement in accordance with the model flexibility term set out in **Schedule E**.

### 9.2 Consulting with you about change

Where applicable, the Company will consult with an Employee in accordance with the model consultation term set out in **Schedule F**.

### 9.3 What if I have a dispute about my employment?

We wish to resolve disputes quickly and fairly without an environment of blame or escalation due to positions becoming entrenched. Employees are encouraged to raise potential issues with their supervisors at an early stage.

If you have a dispute about a matter arising under this Agreement or the National Employment Standards, you must attempt, in the first instance, to raise the matter with your supervisor. If the matter is not resolved at this level (or you do not think it is appropriate to speak to your supervisor) you may escalate the matter to your Department Manager or their representative who will seek to provide a written response as soon as possible. If the matter is not resolved at this level you may escalate the matter to your site appointed Senior Site Executive.

In the event that the parties are unable to resolve the dispute in accordance with this clause, an Employee or any party to this Agreement may refer the dispute to the Fair Work Commission for conciliation.

Both parties may be represented by a person of their choosing during any stage of the above process.

### 9.4 Workplace delegates' rights

A Workplace Delegate's rights will be in accordance with **Schedule G**.

## 10 SIGNATURES

*Signed for and on behalf of Sojitz Gregory Mining Pty Ltd, Sojitz MDS Mining Pty Ltd, and Sojitz Plus Pty Ltd.*

NAME: *Jacob Sorenson*  
TITLE: *Executive General Manager*

SIGNATURE: 

DATE: *5-9-2024*

ADDRESS: *Gregory Mine, Lilyvale Road, Lilyvale QLD 4723.*

*In the presence of:*

NAME: *Lucy Formosa*

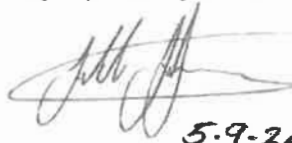
SIGNATURE: 

ADDRESS: *5/9/2024*

Signed for and on behalf of the employees of Sojitz Gregory Mining Pty Ltd, Sojitz MDS Mining Pty Ltd, and Sojitz Plus Pty Ltd.

NAME: TODD TITMUS.

SIGNATURE:



AUTHORITY:

DATE:

5.9.24.

Representative of the employees covered by the agreement.

ADDRESS: GREGORY MINE, LILYVALE ROAD, LILYVALE QLD 4723.

In the presence of:

NAME: Joshua Chaplin

SIGNATURE:



DATE:

05/09/2024

ADDRESS: Gregory Mine, Lilyvale Road, Lilyvale QLD 4723

## SCHEDULE A – Classification

In respect of advancement through the relevant classification scheme, the Company will seek to provide development opportunities in accordance with the needs of the business. Advancement through the levels is by **appointment based on the needs of the business** and the Company’s assessment of criteria such as your proficiency, demonstrated skill potential and demonstrated contribution in terms of safety, productivity, work standards, flexibility and teamwork.

In respect of the Production classification stream it should be noted that, as the majority of operators are required to primarily operate trucks, **a limited number of Level 2 and 3 roles will be required on each shift.**

Production Classification Scheme	
ENTRY – Inexperienced Operator (Mining)	This is the entry level for a mine production employee who is training in and performing production work and/or machine operation under direct supervision in accordance with a defined training program.
Level 1 – Operator (Mining)	Competent and authorised to operate at least one item of production equipment.
Level 2 – Advanced Operator (Mining)	Meets the criteria of Operator (Mining) and <b>is appointed by the Company:</b> <ul style="list-style-type: none"> <li>• Competent and authorised to operate at least three items of production equipment, <b>or</b></li> <li>• Possesses a higher degree of operational proficiency on an item of production equipment, <b>or</b></li> <li>• Competent and authorised to conduct Train Loading activities, <b>or</b></li> <li>• Developing proficiency in operating excavators/ dragline/ automation systems (such as SATS) when opportunities arise <b>or</b></li> <li>• Sojitz may use this classification for employees who are appointed to the position of “Trainer &amp; Assessor”</li> </ul>
Level 3 – Specialist Operator (Mining)	Meets the criteria of Advanced Operator (Mining) and <b>is appointed by the Company:</b> <ul style="list-style-type: none"> <li>• Demonstrates a consistent high level of safe and productive operation of one or more of dragline, excavator, train loading activities and automation systems. Responsible for optimisation and leadership of production circuit.</li> </ul>
Level 1 – Support Services Operator (Mining)	Proficient in the delivery of numerous surface related activities including but not limited to: Environmental Management and rehabilitation practices, water management, pit services, maintenance of grounds and equipment. Performs all duties in a safe and reliable manner.
Level 2 – Advanced Support Services Operator (Mining)	Meets the criteria of Support Services Operator (Mining) and <b>is appointed by the Company:</b> <ul style="list-style-type: none"> <li>• Possesses a higher degree of operational proficiency</li> <li>• Provides Support Services Operator (Mining) with support &amp; mentoring, assists with trouble shooting &amp; the like.</li> <li>• Sojitz may use this classification for employees who are appointed to the position of “Trainer &amp; Assessor”</li> </ul>



Maintenance Classification Scheme	
Level 1 – Serviceperson (no relevant trade)	<p>Proficient in refuelling, lubrication and equipment pre-start inspections.            Developing competency in maintenance of equipment.            Sound verbal &amp; written communication skills.</p>
Level 2 – Advanced Serviceperson (no relevant trade)	<p>Meets the criteria of Serviceperson and <b>is appointed by the Company:</b></p> <ul style="list-style-type: none"> <li>• Proficient in all applications relating to service &amp; repairs and can be relied upon to perform same without direct Supervision.</li> <li>• Provides Serviceperson with support &amp; mentoring, assists with trouble shooting &amp; the like.</li> </ul>
Level 1 – Tyre Fitter	<p>Qualified and proficient in tyre fitting, service and statutory compliance.            Developing competency in maintenance of equipment.            Sound verbal &amp; written communication skills.</p>
Level 3 – Specialist Tyre Fitter	<p>Meets the criteria of Tyre Fitter and <b>is appointed by the Company:</b></p> <ul style="list-style-type: none"> <li>• Provides Tyre Fitters and Servicepersons with tyre-specific support and mentoring.</li> <li>• Assists with troubleshooting and continuous improvement initiatives related to all aspects of tyre maintenance/ management. <b>or</b></li> <li>• Sojitz may use this classification for employees who are appointed to the position of “Trainer &amp; Assessor”</li> </ul>
Level 1 – Engineering Tradesperson	<p>A qualified tradesperson possessing a good degree of proficiency &amp; working knowledge of relevant equipment.            Proficient in all applications relating to statutory compliance of their trade.            Capable of undertaking servicing &amp; repairs. Demonstrated ability to diagnose and rectify faults on relevant equipment.</p>
Level 2 – Advanced Engineering Tradesperson	<p>Meets the criteria of Engineering Tradesperson and <b>is appointed by the Company</b> possessing a higher degree of:</p> <ul style="list-style-type: none"> <li>• proficiency &amp; working knowledge of relevant equipment,</li> <li>• statutory compliance of their trade or dual trade or cross trade (part of another relevant or certified trade),</li> <li>• undertaking servicing and repairs,</li> <li>• demonstrated ability to diagnose and rectify faults on relevant equipment, <b>or</b></li> <li>• Sojitz may use this classification for employees who are appointed to the position of “Trainer &amp; Assessor”</li> </ul> <p>Demonstrates good verbal &amp; written communication and reporting skills.            Willing to accept responsibility &amp; provide leadership to other members of the maintenance team.</p>

Maintenance Classification Scheme	
Level 3 – Specialist Engineering Tradesperson	<p>Meets the criteria of Advanced Engineering Tradesperson and <b>is appointed by the Company</b>, possessing a higher degree of:</p> <ul style="list-style-type: none"><li>• proficiency &amp; working knowledge of relevant equipment,</li><li>• statutory compliance of their trade or dual trade or cross trade (part of another relevant or certified trade),</li><li>• undertaking servicing and repairs,</li><li>• demonstrated ability to diagnose and rectify all faults on relevant equipment.</li><li>• requires a level of responsibility &amp; leadership to other members of the maintenance team.</li></ul> <p>Demonstrates good verbal &amp; written communication and reporting skills.</p>

In respect of advancement through the relevant classification scheme, the Company will seek to provide development opportunities in accordance with the needs of the business. Advancement through the levels is by **appointment based on the needs of the business and the Company's** assessment of criteria such as your proficiency, demonstrated skill potential and demonstrated contribution in terms of safety, productivity, work standards, flexibility and teamwork.

CHPP Operator Classification Scheme	
Level 1 – Operator (CHPP)	<p>A competent operator possessing a good degree of proficiency &amp; working knowledge of the operational and processing aspects of the CHPP.</p> <p>Demonstrated ability to diagnose and rectify issues and/or faults related to operational and processing practices in the CHPP.</p>
Level 2 – Advanced Operator (CHPP)	<p>Meets the criteria of Operator (CHPP) and is <b>appointed by the Company</b>, possessing a higher degree of:</p> <ul style="list-style-type: none"> <li>• Proficiency &amp; working knowledge of operational and processing aspects of the CHPP.</li> <li>• Demonstrated ability to diagnose and rectify issues and/or faults related to operational and processing practices in the CHPP. <b>or</b></li> <li>• Sojitz may use this classification for employees who are appointed to the position of “Trainer &amp; Assessor”</li> </ul> <p>Demonstrates good verbal &amp; written communication and reporting skills.</p> <p>Proactive in identifying and executing productivity or processing improvements.</p> <p>Willing to accept responsibility &amp; provide leadership to other members of the CHPP team.</p>
Level 3 – Specialist Operator (CHPP)	<p>Meets the criteria of Advanced Operator (CHPP) and is <b>appointed by the Company</b>, possessing a higher degree of:</p> <ul style="list-style-type: none"> <li>• Proficiency &amp; working knowledge of operational and processing aspects of the CHPP.</li> <li>• Demonstrated ability to diagnose and rectify issues and/or faults related to operational and processing practices in the CHPP.</li> </ul> <p>Demonstrates good verbal &amp; written communication and reporting skills.</p> <p>Proactive in identifying and executing productivity or processing improvements.</p> <p>Willing to accept responsibility &amp; provide leadership to other members of the CHPP team.</p>

CHPP Maintenance Classification Scheme	
Level 1 – Operator Maintainer (Electrical and/or Mechanical)	<p>A qualified tradesperson possessing a good degree of proficiency &amp; working knowledge of maintenance practices relating to the CHPP.</p> <p>Proficient in all applications relating to statutory compliance of their trade. Capable of undertaking servicing &amp; repairs. Demonstrated ability to diagnose and rectify faults on relevant equipment.</p> <p>A competent operator possessing a good degree of proficiency &amp; working knowledge of the operational and processing aspects of the CHPP.</p> <p>Demonstrated ability to diagnose and rectify issues and/or faults related to operational and processing practices in the CHPP.</p>
Level 2 – Advanced Operator Maintainer (Electrical and/or Mechanical)	<p>Meets the criteria of Operator Maintainer (Electrical and/or Mechanical) and <b>is appointed by the Company</b>, possessing a higher degree of:</p> <ul style="list-style-type: none"> <li>• Proficiency &amp; working knowledge of maintenance practices relating to the CHPP.</li> <li>• statutory compliance of their trade or dual trade or cross trade (part of another relevant or certified trade),</li> <li>• Undertaking servicing and repairs.</li> <li>• Demonstrated ability to diagnose and rectify faults on relevant equipment.</li> <li>• Proficiency &amp; working knowledge of operational and processing aspects of the CHPP.</li> <li>• Demonstrated ability to diagnose and rectify issues and/or faults related to operational and processing practices in the CHPP. <b>or</b></li> <li>• Sojitz may use this classification for employees who are appointed to the position of “Trainer &amp; Assessor”</li> </ul> <p>Demonstrates good verbal &amp; written communication and reporting skills.</p> <p>Proactive in identifying and executing productivity, processing or reliability improvements.</p> <p>Willing to accept responsibility &amp; provide leadership to other members of the CHPP team.</p>
Level 3 – Specialist Operator Maintainer (Electrical and/or Mechanical)	<p>Meets the criteria of Advanced Operator Maintainer and is <b>appointed by the Company</b>, possessing a higher degree of:</p> <ul style="list-style-type: none"> <li>• Proficiency &amp; working knowledge of maintenance practices relating to the CHPP.</li> <li>• statutory compliance of their trade or dual trade or cross trade (part of another relevant or certified trade),</li> <li>• Undertaking servicing and repairs.</li> <li>• Demonstrated ability to diagnose and rectify faults on relevant equipment.</li> <li>• Proficiency &amp; working knowledge of operational and processing aspects of the CHPP.</li> <li>• Demonstrated ability to diagnose and rectify issues and/or faults related to operational and processing practices in the CHPP.</li> </ul>

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CHPP Maintenance Classification Scheme	
	<ul style="list-style-type: none"><li>• Proactive in identifying and executing productivity, processing or reliability improvements.</li><li>• Willing to accept responsibility &amp; provide leadership to other members of the CHPP team.</li></ul> Demonstrates good verbal & written communication and reporting skills.

**SCHEDULE B – Current Rosters**

**Note:** A roster swing for all the rosters can commence on any day of the week

**A: Lifestyle - 12.5 hr D/N rotating shift**

	Week 1							Week 2							Week 3							Week 4									
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S			
A			D	D	D	D	D					N	N	N	N	N									D	D	D	D			
B			N	N	N	N	N					D	D	D	D	D									N	N	N	N			
C	D	D						N	N	N	N						D	D	D	D	D								N	N	N
D	N	N						D	D	D	D						N	N	N	N	N								D	D	D
	Week 5							Week 6							Week 7							Week 8									
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S			
A			N	N	N	N	N					D	D	D	D	D									N	N	N	N			
B			D	D	D	D	D					N	N	N	N	N									D	D	D	D			
C	N	N						D	D	D	D						N	N	N	N	N								D	D	D
D	D	D						N	N	N	N						D	D	D	D	D								N	N	N

**B: 7on 7 off – 12.5 hour D/N rotating shift**

	Week 1							Week 2							Week 3							Week 4							
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
<b>A</b>			D	D	D	D	D	D	D								N	N	N	N	N	N	N						
<b>B</b>			N	N	N	N	N	N	N	N							D	D	D	D	D	D	D						
<b>C</b>	N	N								D	D	D	D	D	D	D								N	N	N	N	N	
<b>D</b>	D	D								N	N	N	N	N	N									D	D	D	D	D	

**C: 7on 7 off – 12.5 hour Day Only**

	Week 1							Week 2							Week 3							Week 4						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
<b>A</b>			D	D	D	D	D	D	D								D	D	D	D	D	D	D					
<b>B</b>			D	D	D	D	D	D	D								D	D	D	D	D	D	D					
<b>C</b>	D	D								D	D	D	D	D	D	D								D	D	D	D	D
<b>D</b>	D	D								D	D	D	D	D	D	D								D	D	D	D	D

**D: 4 on 2 off, 4 on 4 off, Day Only 12.5**

	Week 1							Week 2							Week 3							Week 4							
Day	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
<b>A</b>		D	D	D	D			D	D	D	D					D	D	D	D				D	D	D	D			
<b>B</b>	D	D	D	D					D	D	D	D			D	D	D	D					D	D	D	D			

**SCHEDULE C – Annualised Salaries and Irregular Overtime Rates.**

**NON TRADES/ NON DRAGLINE**

Level	BAND	Base Salary Bands		Roster Allowance	Annualised Salary	Annualised Hourly Rate		Roster Allowance	Annualised Salary	Annualised Hourly Rate		Roster Allowance	Annualised Salary	Annualised Hourly Rate		
		Ordinary Hourly Rate	(35 ordinary hours x 52 weeks)			(Annualised Salary / Rostered Hours per week x 52 weeks)	(Annualised Salary / Rostered Hours per week x 52 weeks)			(Annualised Salary / Rostered Hours per week x 52 weeks)	(Annualised Salary / Rostered Hours per week x 52 weeks)					
		<b>BASE</b>		<b>DN EVEN - Lifestyle and 7/7</b>				<b>DS ONLY 7/7</b>				<b>DS ONLY - 4/4/4/2</b>				
ENTRY		\$ 31.12	\$ 56,638.40	\$ 57,216.62	\$ 113,855.02	\$ 50.0462	\$ 49,245.48	\$ 105,883.88	\$ 46.5424	\$ 44,695.56	\$ 101,333.96	\$ 38.9746				
LEVEL 1	MIN	\$ 33.10	\$ 60,242.00	\$ 60,808.24	\$ 121,050.24	\$ 53.2089	\$ 52,378.70	\$ 112,620.70	\$ 49.5036	\$ 47,539.30	\$ 107,781.30	\$ 41.4543				
	MAX	\$ 39.01	\$ 70,998.20	\$ 71,528.69	\$ 142,526.89	\$ 62.6492	\$ 61,730.91	\$ 132,729.11	\$ 58.3425	\$ 56,027.44	\$ 127,025.64	\$ 48.8560				
LEVEL 2	MIN	\$ 39.02	\$ 71,016.40	\$ 71,546.83	\$ 142,563.23	\$ 62.6652	\$ 61,746.74	\$ 132,763.14	\$ 58.3574	\$ 56,041.80	\$ 127,058.20	\$ 48.8685				
	MAX	\$ 43.24	\$ 78,696.80	\$ 79,201.70	\$ 157,898.50	\$ 69.4059	\$ 68,424.63	\$ 147,121.43	\$ 64.6688	\$ 62,102.70	\$ 140,799.50	\$ 54.1537				
LEVEL 3	MIN	\$ 43.25	\$ 78,715.00	\$ 79,219.83	\$ 157,934.83	\$ 69.4219	\$ 68,440.45	\$ 147,155.45	\$ 64.6837	\$ 62,117.07	\$ 140,832.07	\$ 54.1662				
	MAX	\$ 47.85	\$ 87,087.00	\$ 87,564.00	\$ 174,651.00	\$ 76.7697	\$ 75,719.67	\$ 162,806.67	\$ 71.5634	\$ 68,723.74	\$ 155,810.74	\$ 59.9272				

**TRADES/ DRAGLINE** - The “Trades/Dragline” rates below only apply to Employees who possess the relevant trade or dragline competency and are employed and appointed by the Company to use that trade/dragline competency.

Level	BAND	Base Salary Bands		Dragline/Trades Allowance*	Annualised Salary	Annualised Hourly Rate		Dragline/Trades Allowance*	Annualised Salary	Annualised Hourly Rate		Dragline/Trades Allowance*	Annualised Salary	Annualised Hourly Rate		
		Ordinary Hourly Rate	(35 ordinary hours x 52 weeks)			(Annualised Salary / Rostered Hours per week x 52 weeks)	(Annualised Salary / Rostered Hours per week x 52 weeks)			(Annualised Salary / Rostered Hours per week x 52 weeks)	(Annualised Salary / Rostered Hours per week x 52 weeks)					
		<b>BASE</b>		<b>DN EVEN - Lifestyle and 7/7</b>				<b>DS ONLY 7/7</b>				<b>DS ONLY - 4/4/4/2</b>				
ENTRY		\$ 31.12	\$ 56,638.40	\$ 57,216.62	\$ 128,355.02	\$ 56.4198	\$ 49,245.48	\$ 14,500.00	\$ 120,383.88	\$ 52.9160	\$ 44,695.56	\$ 14,500.00	\$ 115,833.96	\$ 44.5515		
LEVEL 1	MIN	\$ 33.10	\$ 60,242.00	\$ 60,808.24	\$ 145,550.24	\$ 59.5825	\$ 52,378.70	\$ 14,500.00	\$ 127,120.70	\$ 55.8772	\$ 47,539.30	\$ 14,500.00	\$ 122,281.30	\$ 47.0313		
	MAX	\$ 39.01	\$ 70,998.20	\$ 71,528.69	\$ 157,026.89	\$ 69.0228	\$ 61,730.91	\$ 14,500.00	\$ 147,229.11	\$ 64.7161	\$ 56,027.44	\$ 14,500.00	\$ 141,525.64	\$ 54.4329		
LEVEL 2	MIN	\$ 39.02	\$ 71,016.40	\$ 71,546.83	\$ 157,063.23	\$ 69.0388	\$ 61,746.74	\$ 14,500.00	\$ 147,263.14	\$ 64.7310	\$ 56,041.80	\$ 14,500.00	\$ 141,558.20	\$ 54.4455		
	MAX	\$ 43.24	\$ 78,696.80	\$ 79,201.70	\$ 172,398.50	\$ 75.7796	\$ 68,424.63	\$ 14,500.00	\$ 161,621.43	\$ 71.0424	\$ 62,102.70	\$ 14,500.00	\$ 155,299.50	\$ 59.7306		
LEVEL 3	MIN	\$ 43.25	\$ 78,715.00	\$ 79,219.83	\$ 172,434.83	\$ 75.7955	\$ 68,440.45	\$ 14,500.00	\$ 161,655.45	\$ 71.0573	\$ 62,117.07	\$ 14,500.00	\$ 155,332.07	\$ 59.7431		
	MAX	\$ 47.85	\$ 87,087.00	\$ 87,564.00	\$ 189,151.00	\$ 83.1433	\$ 75,719.67	\$ 14,500.00	\$ 177,306.67	\$ 77.9370	\$ 68,723.74	\$ 14,500.00	\$ 170,310.74	\$ 65.5041		

**Irregular Overtime Rates**

**NON TRADES/ NON DRAGLINE**

Level	Irregular Overtime Rate
Entry	\$64.87
Level 1	\$74.83
Level 2	\$81.47
Level 3	\$84.66

**TRADES/ DRAGLINE**

Level	Irregular Overtime Rate
Entry	\$74.83
Level 1	\$81.47
Level 2	\$84.66
Level 3	\$91.12



## SCHEDULE D – Definitions

<b>‘Act’</b>	<i>Fair Work Act 2009</i> (Cth) (as amended or replaced from time to time).
<b>‘Award’</b>	Means the <i>Black Coal Mining Industry Award 2020</i> .
<b>‘Agreement’</b>	Sojitz Open Cut & CHPP Enterprise Bargaining Agreement 2024.
<b>‘Annualised Hourly Rate’</b>	An Employee’s Annualised Hourly Rate is the rate determined by Sojitz in accordance with clause 5.2 of the Agreement within the bands set out in <b>Schedule C</b> for their classification level and roster which has been calculated by dividing the applicable Annualised Salary by the Rostered Hours of the roster per week for a 52 week period.
<b>‘Annualised Salary’</b>	An Employee’s Ordinary Hourly Rate is the rate determined by Sojitz in accordance with clause 5.2 of the Agreement within the bands set out in <b>Schedule C</b> for their classification level which has been calculated by dividing the applicable Base Salary by the Ordinary Hours of the roster over a 52 week period.
<b>‘Base Salary’</b>	An Employee’s Base Salary is the Base Salary set out in <b>Schedule C</b> for their classification level for working their Ordinary Hours.
<b>‘Continuous Service’</b>	Has the meaning set out in the Act.
<b>‘Eligible Employees’</b>	Means members and persons eligible to be members of the Delegate’s Organisation who are employed by the Company in the enterprise.
<b>‘Delegate’s Organisation’</b>	Means the employee organisation in accordance with the rules of which the Workplace Delegate was appointed or elected.
<b>‘Department Manager’</b>	Means the appointed departmental leader of the Employee’s work area.
<b>‘Immediate Family’</b>	Means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
<b>‘Irregular Overtime’</b>	Irregular Overtime means hours an Employee is expressly requested by the Company to work, that are in addition to their Rostered Hours.
<b>‘Irregular Overtime Rate’</b>	An Employee’s Irregular Overtime Rate is the rate set out in <b>Schedule C</b> for their classification level.
<b>‘Ordinary Hours’</b>	An average of 35 hours per week over a roster cycle.
<b>‘Ordinary Hourly Rate’</b>	An Employee’s Ordinary Hourly Rate is the rate set out in <b>Schedule C</b> for their classification level which has been calculated by dividing the applicable Base Salary by the Ordinary Hours of the roster.
<b>‘Rostered Hours’</b>	The hours an Employee is rostered to work (which includes both Ordinary Hours and rostered overtime).
<b>‘Serious or Gross misconduct’</b>	Serious or Gross misconduct includes, but is not limited to: <ul style="list-style-type: none"> <li>▪ wilful or deliberate behaviour that is inconsistent with the continuation of your employment;</li> </ul>

- conduct as referred to in section three (3) of the Company’s “Code of Discipline” and “Accountability and Personal Conduct” policy
- conduct that causes serious risk to:
  - the health or safety of a person; or
  - our reputation, viability or profitability,
 such as:
  - engaging, in the course of your employment, in theft, fraud or assault at work or at a work function; or
  - being intoxicated at work or testing positive to an illegal substance or drug; or
  - refusing to carry out a lawful and reasonable instruction; or
  - breach of procedures or policy as outlined in the Sojitz induction program and Sojitz Group Policies & Procedures.

<b>‘Seven Day Roster Employee’</b>	Means an Employee, other than a six day roster Employee, who, over a roster cycle, may be rostered to work shifts on any of the 7 days of the week.
<b>‘Six day roster Employee’</b>	Means an Employee who, over a roster cycle, is rostered to work shifts, the hours of which occur during any 6 consecutive 24 hour periods in a span of 7 consecutive 24 hour periods, and where the roster includes a non-working period of a least 24 hours at the same time each week.
<b>‘Sojitz’</b>	For the purposes of this Agreement, means Sojitz Gregory Mining Pty Ltd, Sojitz MDS Mining Pty Ltd, and Sojitz Plus Pty Ltd.
<b>‘Sojitz Group’</b>	Means an associated entity of the Company.
<b>‘the Company’; ‘we’</b>	The Sojitz entity that is the employer of the relevant employee.
<b>‘you’; ‘Employees’</b>	Employees covered by this Agreement.
<b>‘Workplace Delegate’</b>	means an Employee appointed or elected, in accordance with the rules of an employee organisation, to be a delegate or representative for members of the organisation who work in a particular enterprise.

## **SCHEDULE E - FAIR WORK REGULATIONS 2009 - SCHEDULE 2.2 Model flexibility term**

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009 ; and
  - (b) are not unlawful terms under section 194 of the Fair Work Act 2009 ; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing--at any time.

## SCHEDULE F - FAIR WORK REGULATIONS 2009 - SCHEDULE 2.3 Model consultation term

(1) This term applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### *Major change*

(2) For a major change referred to in paragraph (1)(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion--provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or

(g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

(10) For a change referred to in paragraph (1)(b):

(a) the employer must notify the relevant employees of the proposed change; and

(b) subclauses (11) to (15) apply.

(11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(12) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

(a) discuss with the relevant employees the introduction of the change; and

(b) for the purposes of the discussion--provide to the relevant employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

"**relevant employees**" means the employees who may be affected by a change referred to in subclause (1).

## **SCHEDULE G – Workplace Delegates Term**

### **(1) Exercise of entitlements under this Schedule**

- (a) Before exercising entitlements under this Schedule, a Workplace Delegate must give the Company written notice of their appointment or election as a Workplace Delegate. The Workplace Delegate must provide the Company with evidence that would satisfy a reasonable person of their appointment or election. Being appointed or elected as a Workplace Delegate will not detract from the Employee's primary responsibility, which is to do the job they are employed to do.
- (b) A Workplace Delegate's entitlements under this Schedule are subject to the conditions that the Workplace Delegate must, when exercising those entitlements:
  - (i) comply with their duties and obligations as an Employee;
  - (ii) comply with the reasonable policies and procedures of Sojitz, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of Company resources;
  - (iii) not hinder, obstruct or prevent the normal performance of work; and
  - (iv) not hinder, obstruct or prevent Eligible Employees exercising their rights to freedom of association.
  - (v) seek the approval of relevant Department Manager, (such approval will not be unreasonably withheld) to be released from normal duties.
- (c) This Schedule does not require the Company to provide a Workplace Delegate with access to electronic means of communication in a way that provides individual contact details for Eligible Employees.
- (d) This Schedule does not require an Eligible Employee to be represented by a Workplace Delegate without the Employee's agreement.
- (e) An Employee who ceases to be a Workplace Delegate must give written notice to the Company within 14 days.

### **(2) Right of representation**

A Workplace Delegate may represent the industrial interests of Eligible Employees who wish to be represented by the Workplace Delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the Workplace Delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the Delegate's Organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the Company under which Eligible Employees are entitled to be represented and which concerns their industrial interests.

### **(3) Entitlement to reasonable communication**

- (a) A Workplace Delegate may communicate with Eligible Employees for the purpose of representing their industrial interests under clause (2) of this Schedule. This includes discussing membership of the Delegate's Organisation and representation with Eligible Employees.
- (b) A Workplace Delegate may communicate with Eligible Employees during working hours or work breaks subject to (1)(b) above, or before or after work, provided the Workplace Delegate complies with their duties and obligations as an Employee, does not hinder obstruct or prevent the normal performance of work, and does not hinder obstruct or prevent Eligible Employees exercising their rights to freedom of association.

### **(4) Entitlement to reasonable access to the workplace and workplace facilities**

- (a) The Company must provide a Workplace Delegate with access to or use of the following workplace facilities:

- (i) a room or area to hold discussions that is fit for purpose, private and accessible by the Workplace Delegate and eligible employees;
  - (ii) a physical or electronic noticeboard;
  - (iii) electronic means of communication ordinarily used in the workplace by the Company to communicate with Eligible Employees and by Eligible Employees to communicate with each other, including access to Wi-Fi;
  - (iv) a lockable filing cabinet or other secure document storage area; and
  - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The Company is not required to provide access to or use of a workplace facility under clause (4)(a) if:
- (i) the workplace does not have the facility;
  - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - (iii) the Company does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

**(5) Entitlement to reasonable access to training**

The Company must provide a Workplace Delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of Eligible Employees, subject to the following conditions:

- (a) In each year commencing 1 July, the Company is not required to provide access to paid time for training to more than one Workplace Delegate per 50 Eligible Employees (full time or part-time or regular casuals) as determined on the day such paid time is requested.
- (b) Payment for a day of paid time during normal working hours is payment as if the Workplace Delegate had attended work.
- (c) The Workplace Delegate must give the Company not less than 5 weeks' notice of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (d) The Workplace Delegate must provide the Company with an outline of the training content.
- (e) The Company must advise the Workplace Delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the Workplace Delegate's paid attendance has been approved. Such approval must not be unreasonably withheld.
- (f) The Workplace Delegate must, within 7 days after the day on which the training ends, provide the Company with evidence that would satisfy a reasonable person of their attendance at the training.